

[\*Priest v. Baldwin Associates\*](#), 84-ERA-30 (Sec'y Dec. 19, 1991)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR  
WASHINGTON, D.C.

DATE: December 19, 1991  
CASE NO. 84-ERA-30

IN THE MATTER OF

JACK D. PRIEST,  
COMPLAINANT,

v.

BALDWIN ASSOCIATES,  
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENT

The parties have submitted a joint Motion to Vacate and Dismiss with an attached Settlement Agreement and a General Release signed by the Complainant in this case, which arises under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1988).

The Settlement Agreement appears to encompass the settlement of matters under various laws, only one of which is the ERA. *See, e.g.*, Settlement Agreement ¶ 3. As stated in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, 1 O.A.A. 6, p.

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268 (1987).<sup>1</sup>

[The Secretary's] authority over settlement agreements is limited to such statutes as are within [the Secretary's] jurisdiction and is defined by the applicable statute. *See Aurich v. Consolidated Edison Company of New York, Inc.*, Case No. [86-

]CAA-2 Secretary's order Approving Settlement, issued July 29, 1987; *Chase v. Buncombe County, N.C.*, Case No. 85-SWD- 4, Secretary's Decision and order on Remand, issued November 3, 1986.

*Id.* I have, therefore, limited my review of the agreement to determining whether the terms thereof are a fair, adequate and reasonable settlement of Complainant's allegation that Respondent violated the ERA. In addition, in response to an order of October 17, 1991, the parties have waived the provision of paragraph 4 of the settlement agreement which made the agreement contingent upon my vacating the June 11, 1936, Final Decision and Order.

Upon review of the terms of the agreement signed by the parties, as modified by the waiver referred to above, and based on the record in this case, I find that the agreement is fair, adequate and reasonable. Accordingly the joint motion is granted and the case is DISMISSED with prejudice.

SO ORDERED.

LYNN MARTIN  
Secretary of Labor

Washington, D.C.

#### **[ENDNOTES]**

<sup>1</sup> Decisions of the Secretary and Administrative Law Judges in cases arising under certain laws are reported in *Decisions of the Office of Administrative Law Judges and Office of Administrative Appeals*, published by the Government Printing Office (GPO). The GPO citation refers to Volume 1, Number 6 at page 268. The "OAA" indicates that the decision cited is that of the Secretary.